

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF HAMPTON

**PAUL H. WILSON,
And WILSON & WILSON, PC,**

Plaintiffs,

v.

TATYANA A. BABAKAEVA,

**Serve At: 2124 Criston Drive
Newport News, VA 23602**

And

NIKOLAI I. SINKINE,

**Serve At: 28 Kincaid Lane
Hampton, VA 2366**

Defendants.

CASE NO. _____

**SERVED BY PRIVATE
PROCESS SERVER**

COMPLAINT FOR INTERPLEADER

NOW COME PAUL H. WILSON and WILSON & WILSON, PC (collectively, "Escrow Agent"), by counsel, pursuant to Virginia Code § 8.01-364 (Interpleader Statute) and for their Complaint for Interpleader state as follows:

1. Paul H. Wilson is an individual resident of the Commonwealth of Virginia and licensed Virginia attorney whose current office address is 744-A Thimble Shoals Boulevard, Newport News, Virginia.
2. Wilson & Wilson, PC is a Virginia professional corporation engaged in the practice of law in which Paul H. Wilson is a member.
3. Tatyana A. Babakaeva is an individual resident of the Commonwealth of Virginia who currently resides at 2124 Criston Drive in the City of Newport News, Virginia.

4. Nikolai I. Sinkine is an individual resident of the Commonwealth of Virginia who currently resides at 28 Kincaid Lane in the City of Hampton, Virginia.

5. Sinkine and Babakaeva were formerly married, and both were parties to a divorce action pending in this Court under the style *Nikolai I. Sinkine v. Tatyana A. Babakaeva*, Case No. 06-0110.

6. As part of their separation, the parties sold their former marital home. On or about April 27, 2007, the parties entered into an Agreement that the remaining proceeds from the sale of their former marital home located at 1 Pelican Shores, Hampton, Virginia, which totaled \$92,291.07 be held by the law firm Wilson & Wilson, PC pending equitable distribution of their divorce action (the "Escrow Funds").

7. Sinkine and Babakaeva were unable to resolve their respective claims to the Escrow Funds prior to entry of their Divorce Decree and by Decree of Divorce entered June 19, 2007, this Court ordered that the Escrow Funds "shall remain in escrow with Paul Wilson, Esq. until further Order of the Court." A copy of the Decree is attached to this Complaint as Exhibit "A".

8. At the time of the entry of the Decree of Divorce, Wilson had been relieved as counsel for Babakaeva, who was then represented by attorney Jeffrey D. Tarkington.

9. Since being relieved as counsel the Plaintiffs have tried unsuccessfully to obtain consent of the other attorneys in the case to take control of the Escrow Funds and enter an appropriate Order relieving the Plaintiff of responsibility for the Escrow Funds.

10. Sinkine and Babakaeva also attempted to have the Plaintiffs pay the funds directly to them by submitting a jointly signed letter, but they have not obtained approval of the Court which directed Wilson to hold the funds "until further Order".

11. The Plaintiffs have no claim to the Escrow Funds and wish to be relieved of the obligation and burden of holding them and allow those parties claiming an interest in the Funds to assert such claims before this Court.

12. Simultaneously with the filing of this Complaint, the Plaintiffs tender to this Court possession and control of the Escrow Funds in the total amount of \$92,291.07, and Plaintiffs assert no ownership or other interest in the Escrow Funds.

13. The Plaintiffs have insufficient knowledge to determine each parties' claims or rights to the Escrow Funds and because this Court directed the Funds held "until further Order", there is no way by which claims to the Funds may be determined without Plaintiffs' risk of double or multiple liability without intervention of this Court.

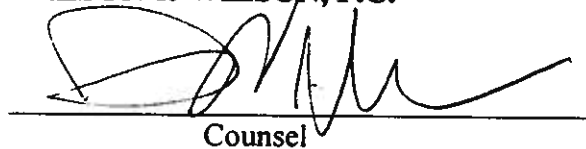
WHEREFORE, the Plaintiffs request:

1. That Defendants be compelled to file before this Court statements in writing as to the nature of their respective claims and be permitted to introduce such proper evidence as each of them may desire in support of his or her positions;
2. That the Plaintiffs be forever discharged from any and all liability to the Defendants and to each of them, and to any person or persons claiming by, through, or under them, upon or by virtue of that certain Agreement to hold the Escrow Funds and Decree of Divorce regarding the Escrow Funds;

3. That the Court costs of the Plaintiffs and a reasonable fee for Plaintiffs' attorney be allowed to them out of the Escrow Funds or set as a charge against the Escrow Funds;
4. That if neither party appears before the Court asserting ownership of the Escrow Funds, that the funds shall be turned over to Court for further disposition; and
5. That the Plaintiffs may have such other and further relief as the nature of the case may require and which to equity may seem just.

**PAUL H. WILSON and
WILSON & WILSON, P.C.**

By:


Counsel

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VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF HAMPTON, Part IV

NIKOLAI I. SINKINE,

Plaintiff

v.

Case No.: CL06-0110

TATYANA A. BABAKAEVA,

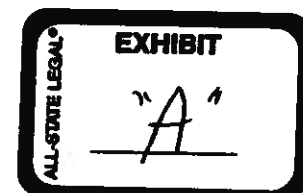
Defendant

DECREE OF DIVORCE

THIS CAUSE, which has been regularly docketed, matured and set for hearing, came on this day to be heard upon the Complaint of Plaintiff; upon proper and legal service of process on the Defendant; upon Answer and Cross-Complaint of the Defendant; upon Defendant's Motion to Amend Grounds on the basis that the parties have lived continuously separate and apart without any cohabitation and without interruption for a period in excess of twelve (12) months; and upon the evidence taken ore tenus before the Court after proper notice to all parties.

UPON CONSIDERATION WHEREOF, the Court grants Defendant's Motion to Amend and finds from the evidence, independently of the admissions of the parties in the pleadings or otherwise, the following facts:

1. That the Plaintiff, Nikolai I. Sinkine, and the Defendant, Tatyana A. Babakaeva, were lawfully married in Newport News, Virginia, on April 9, 2002.
2. That there was one child born of the marriage, to wit: Kathy Elyn Babakaeva, born September 22, 2006.
3. There were no children born either party and adopted by the other or adopted by both parties to this marriage.
4. The present address of Plaintiff is 28 Kincaid Lane, Hampton, Virginia 23666; and his birth date is March 31, 1949.
5. The present address of Defendant is 5 Pelican Shores Drive, Hampton, Virginia 23666; and her birth date is May 14, 1968.
6. The parties are both over the age of eighteen (18) years and are sui juris.
7. Neither the Plaintiff nor the Defendant is a member of the Armed Forces of the United States on active duty.



8. The Plaintiff and Defendant are and have been actual bona fide residents and domiciliaries of the Commonwealth of Virginia for a period of more than six (6) months immediately preceding the commencement of this suit.

9. That Plaintiff and Defendant last cohabited together as husband and wife in Hampton, Virginia on or about January 6, 2006.

10. That the parties have lived continuously separate and apart without any interruption and without any cohabitation since January 6, 2006, a period in excess of one (1) year.

11. That at the time of separation of the parties on January 6, 2006, it was the intent of one or both of them to remain permanently separate and apart and to eventually obtain a final decree of divorce.

12. That reconciliation is not probable or possible.

Accordingly, it is **ADJUDGED, ORDERED, and DECREED** that the Defendant, Tatyana A. Babakaeva, be and she is hereby absolutely divorced from the Plaintiff, Nikolai I. Sinkine, a vinculo matrimonii from the bond of matrimony, pursuant to §20-91(9) of the Code of Virginia (1950), as amended, on the grounds that the parties have lived continuously separate and apart without any cohabitation and without any interruption since January 6, 2006, a period in excess of one (1) year, and that the bond of matrimony created by the marriage between these parties be and the same is hereby dissolved. Plaintiff's Complaint is hereby dismissed.

It is **FURTHER ORDERED and DECREED** that:

A. The marital domicile has been sold and the amount of \$92,291.07 shall remain in escrow with Paul Wilson, Esquire until further Order of the Court.

B. Pursuant to §20-124.5 of the Code of Virginia, 1950, as amended, THIRTY DAYS ADVANCE WRITTEN NOTICE SHALL BE GIVEN TO THE COURT AND THE OTHER PARTY BY ANY PARTY INTENDING TO RELOCATE AND OF ANY INTENDED CHANGE OF ADDRESS.

C. Both parties shall bear their own legal costs and expenses.

D. It is further **ORDERED** that, pursuant to Virginia Code §20-79(c), all matters pertaining to custody, visitation and support of Kathy shall be heard in the Hampton Circuit Court for the enforcement of the decrees of this Court or for the modification or revision thereof as the circumstances may require.

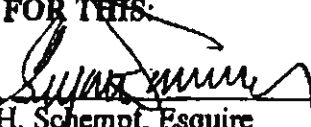
E. There is a Motion before the Court for a Decree of Reference regarding matters of equitable distribution which is in dispute.

THIS CAUSE shall remain on the docket of this Court for further Order.

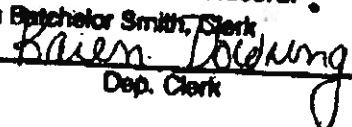
ENTER: This 19 day of JUNE, 2007.


JUDGE

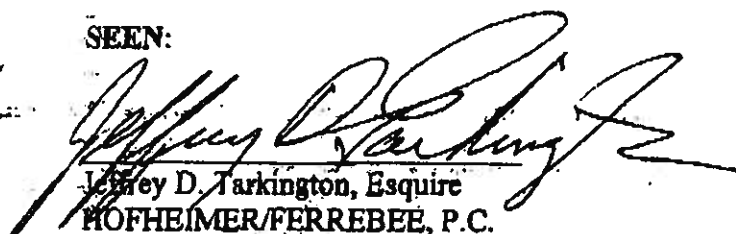
I ASK FOR THIS:


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Counsel for Plaintiff

I certify that the document to which
this authentication is affixed is a
true copy of an original record in
the Hampton Circuit Court, that I
have the custody of the record and I
am the custodian of that record.

Linda Batchelor Smith, Clerk
By 
Dep. Clerk

SEEN:


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